

Tyler Technologies, Inc
CLT Division

Gibson County, Indiana

Articles of Agreement
for
Assessment Technical Services

September 2007

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GIBSON COUNTY, INDIANA SUPPORT SERVICES CONTRACT

This contract is entered into this _____ day of _____, 2007, by and between the County Commissioners on behalf of the County Assessor of Gibson County, Indiana, hereinafter referred to as the "County," and Tyler Technologies Inc. | CLT Division, company formed under the laws of the State of Delaware and qualified to do business in the State of Indiana, hereinafter referred to as the "Professional Appraiser." The Professional Appraiser shall perform the Commercial & Industrial Support Services in accordance with the contract documents that consist of this Agreement and Scope of Services.

RECITALS

- A. The County has determined that they should employ the Professional Appraiser as a technical advisor for support services purposes according to the provisions of IC 6-1.1-4-17;
- B. The County wishes to contract with the Professional Appraiser and the Professional Appraiser is willing to be contracted by the County;
- C. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- D. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- E. The County has by majority vote, taken in accordance with the procedures recommended by the Department of Local Government and Finance, here and after referred to as the "DLGF," for then application of IC 6-1.1-4-17, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the County and Professional Appraiser agree as follows:

ARTICLE 1. Incorporation of Recitals

- 1.1 The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

ARTICLE 2. Duties of Professional Appraiser

- 2.01 The Professional Appraiser shall provide support services to the County, as requested and assigned by the authorized designate of the County, under the terms and provisions of this Contract, as outlined in the Scope of Services, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the DLGF, and all other applicable laws, statutes, ordinances, or administrative rules.

ARTICLE 3. Consideration

The County shall pay the Professional Appraiser as follows:

- 3.01 For the year 2007 a fee of SEVENTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$71,100.00) in full payment for the complete performance of all duties, responsibilities and activities identified in the attached Scope of Services.
- 3.02 A fee of SEVENTY FIVE DOLLARS (\$75.00) per hour (including travel time) up to a maximum of SIX HUNDRED DOLLARS (\$600.00) per day per person for any additional services desired by the County not listed in the contract or contained within the contract. Any unlisted work must be pre-approved by the County.

ARTICLE 4: Term of Contract

- 4.01 The County shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to review within fifteen (15) days of the contract signing date.
- 4.02 The Professional Appraiser shall commence work under this Contract within twenty (15) days of the date of execution of this Contract.
- 4.03 The Professional Appraiser shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-4-19.5, on or before March 31, 2008. The Professional Appraiser shall complete the 2007 trending on or before December 31, 2007.

ARTICLE 5: Professional Appraiser Certification; Contract Void on Revocation

- 5.01 The Professional Appraiser must be certified as a "Professional Appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that they: are certified as a "Professional Appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "Professional Appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- 5.02 In accordance with IC 6-1.1-31.7-4, this Contract is void and the Professional Appraiser may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "Professional Appraiser" under IC 6-1.1-31.7 is revoked.

ARTICLE 6: Contract Representative

- 6.01 The County shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation.

ARTICLE 7: Work Plan

- 7.01 The Professional Appraiser shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the contract. The work plan is subject to approval by the County. The Professional Appraiser and the County agree to work towards a final work plan within ten (10) days of the Contract signing. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

ARTICLE 8: Contract Reports and Monitoring

- 8.01 The Professional Appraiser shall be required to provide written progress reports to the County in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. The County may require additional information be included in the reports. The Professional Appraiser shall submit the reports to the Contract Representative on a weekly basis. The County may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The County may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.
- 8.02 The Professional Appraiser will provide to the legislative services agency and the DLGF unrestricted access to the Professional Appraisers work product under the contract. The Professional Appraiser will abide by this provision as long as the County Assessor has been informed of the request.

ARTICLE 9: Time and Manner of Payment

The Professional Appraiser shall be paid as follows:

- 9.01 Within the first twenty (20) days of each month, the Professional Appraiser will submit a claim for payment for work done under the Contract during that preceding month. The amount of each monthly payment is subject to approval by the Contract Representative and review by the County. Approval shall be based on the progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. The Contract Representative and the Professional Appraiser will agree upon an invoicing format that both parties are satisfied with prior to any payments being made by the County. Payment will be made to the Professional Appraiser on the first Monday of the next month if filed by the 12th day of the preceding month, after approval by the Contract Representative and the County.
- 9.02 If all work is not completed under this Contract by the completion date specified in section 4.03 of this Contract, then all further payments will be suspended at that time until all work has been completed. Upon certification by the Contract Representative and the County that work has been completed, payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.

ARTICLE 10: Penalties

- 10.01 Payments due under this Contract shall be reduced by the amount of ONE HUNDRED DOLLARS (\$100.00) per business day, for each business day that reviews by the Professional Appraiser, excluding Saturdays, Sundays, and holidays remains incomplete after the due date specified under this Contract.

ARTICLE 11: Responsibilities

- 11.01 The final determination of assessed value and true tax value is and shall remain the responsibility of the County.

ARTICLE 12: Non-Discrimination

- 12.01 Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

ARTICLE 13: General Provisions

- 13.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 13.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- 13.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 13.04 This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- 13.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the County.

ARTICLE 14: Delays

- 14.01 Whenever the Professional Appraiser or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within ten (10) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

ARTICLE 15: Termination

15.01 In the event of termination or suspension, the Company shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates) for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

ARTICLE 16: Independent Contractor

16.01 In the performance of this Contract, the Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venture, or associate of the County. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the County for any purpose whatsoever.

ARTICLE 17: Liability

17.01 Except as provided elsewhere, the Professional Appraiser agrees to defend and save harmless the County and their townships and county, and all agents, officers and employees of those townships and that county, against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Professional Appraiser, its agents, or employees and with respect to the degree to which the County are free from negligence on the part of itself, its employees and agents.

17.02 The County agrees to defend and indemnify and save harmless the Professional Appraiser, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

17.03 Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, even if due to the negligence or other fault of the party released.

17.04 In any event, the Professional Appraiser's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Professional Appraiser under this Agreement.

17.05 The Professional Appraiser shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence only to the extent of the obligation assumed by the Professional Appraiser under this Agreement.

- 17.06 The Professional Appraiser shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Professional Appraiser shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.
- 17.07 At the request of the County, Certificates of Insurance shall be supplied to the County by the Professional Appraiser detailing the above coverage's prior to the commencement of the work. This certificate will be issued by a carrier authorized to do business within the State of Indiana.

ARTICLE 18: Subcontracting

- 18.01 The Professional Appraiser must obtain the approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.
- 18.02 If subcontractors are used, the Professional Appraiser is responsible for Contract performance, compliance with terms and conditions of the Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

ARTICLE 19: Force Majeure

- 19.01 Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the nonperforming party.
- 19.02 If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARTICLE 20: Maintaining a Drug-Free Workplace

20.01 The Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the County within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

ARTICLE 21: Non-Solicitation

21.01 During the Period of Agreement and for a period of six months following the project completion date, the County will not solicit for employment or hire any company employee without the express written consent of the Professional Appraiser.

ARTICLE 22: Additional Compensation

22.01 The contract may contain provisions for additional work not included in the original contract, and may also provide that the contract may be amended by addendum without re-bidding to permit the County Assessor to contract for other assessment related activities for assessment years 2007, 2008 and subsequent years until the next general reassessment year. Any additional services must be pre-approved by the County.

ARTICLE 23: Professional Appraiser Right to Stop Work for Non-Payment

23.01 Payment of billings is due within thirty (30) days after the date of each billing. Failure of the County to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

ARTICLE 24: Compliance with Indiana Code § 6-1.1-4-19.5(6)

24.01 The Professional Appraiser shall provide complete updated parcel characteristics and assessment data in a manner and form that meets the data export and transmission requirements of the legislative services agency and the department of local government finance. *The County's CAMA System has to be compatible in producing these specific reports.*

ARTICLE 25: Compliance with Indiana Code § 6-1.1-4-19.5(7)

25.01 A provision stipulating that the legislative services agency and the department of local government finance have unrestricted access to the contractor's work product under the contract. *The CLT Division will abide by this as long as the County Assessor has been informed of the request.*

ARTICLE 26: Compliance with Indiana Code § 6-1.1-4-18.5(a) (2)

- 26.01 Adequately provide for the creation and transmission of real property assessment data in the form required by the legislative services agency and the division of data analysis of the department. *The CLT Division can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.*

ARTICLE 27: Compliance with Indiana Code § 6-1.1-4-19.5(1)

- 27.01 A fixed date by which the professional appraiser or appraisal firm shall have completed all responsibilities under the contract. *The completion date of this contract shall be June 1 2010.*

ARTICLE 28: Confidential Nature of Data

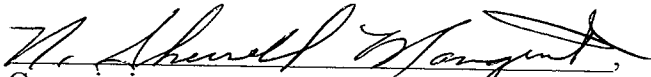
- 28.01 The Professional Appraiser shall assure that no individual assigned to the project will disclose any confidential information to any individual, firm, or corporation other than public officials and their authorized agents without the written permission of the County Assessor.

ARTICLE 29: Legislative, Court and/or DLGF Changes

- 29.01 In the event of major legislative, court and/or DLGF changes to trending requirements after awarding of the contract, the terms of the contract maybe revised by mutual consent of both parties, and if consent is not reached, the Professional Appraiser or County may immediately terminate the contract by written notice to the other party and the Professional Appraiser is only entitled to payment for services actually performed prior to termination.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 3rd day of October, 2007.

Gibson County Representatives:

By: 
Commissioner


By: 
Commissioner

By: _____
Commissioner

By: 
Gibson County Assessor

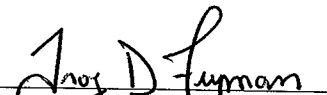
APPROVED:

Gibson County Attorney:

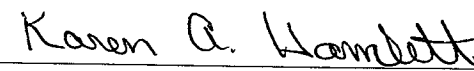
By: 

PROFESSIONAL APPRAISER:

Tyler Technologies, Inc. | CLT Division

By: 
Troy D. Ryman, Sales Executive

WITNESSED:



SCOPE OF SERVICES

1. OBJECTIVE/PROGRAM DEFINITION

The Professional Appraiser understands the objective of this project is to complete the gathering of sufficient facts, information, and data, coupled with the proper analysis, in order to aid in the determination of the assessed value of each parcel of commercial and industrial real property.

2. CLASSIFICATION OF PROPERTY

The Professional Appraiser understands the responsibility of identifying each parcel of real property in accordance with property class codes as established by the DLGF.

3. QUALITY CONTROL

The Professional Appraiser will include, as part of the project work plan, a procedure for quality control and inspection. It is the Professional Appraiser's policy to maintain an internal quality control procedure that ensures uniformity and enhances client satisfaction.

4. TRAINING

The Professional Appraiser will utilize various forms of training to ensure that project personnel are qualified and competent to perform the Support Services duties within this project. Classroom lecture, peer review and in-field training will be included on the curriculum for new project hires. A thorough lecture session will be included for experienced project employees to educate them to the local county procedures.

5. PROFESSIONAL APPRAISER'S RESPONSIBILITIES

The Professional Appraiser is fully aware of all laws regarding the assessment of real property in the State of Indiana. It is our intent to fully comply with these laws and provide a comprehensive support services to the County.

The Professional Appraiser understands the confidential nature of appraisal data.

All direct assessment activities must be performed by a level II assessor-appraiser certified under IC 6-1.1-31.7. All work performed under this Contract must be either organized, supervised, or reviewed by a level II assessor-appraiser certified under IC 6-1.1-31.7. Additionally, a level II assessor-appraiser certified under IC 6-1.1-31.7 must personally fulfill the following duties:

Review for Undervalued or Omitted Property

Perform a review of all commercial and industrial real property for the purpose of detecting and correcting undervalued and omitted property as required by Ind. Code 6-1.1-9.

Combination of Parcels

Assist the County Assessor in identifying such parcels using GIS and ProVal access.

Cost Approach Estimate

Develop an estimate of value for all non-residential improved properties using updated cost tables and depreciation tables that reflect property values for January 1, 2005.

Sales Approach Estimate

Develop an estimate of value for all non-residential improved properties using 2004 and 2005 sales disclosure file database, also incorporating sales from surrounding counties that may include sales from 2000 to the present, and where applicable, generate an estimate of value calculated for commercial and industrial real property.

Reconciliation of Cost and Sales Approaches

Once values are determined under the cost approach and sales approach, those values shall be compared and reconciled in accordance with generally accepted appraisal practices to develop a final annual adjustment factor for each non-residential property if needed.

Income Approach Estimate

Develop an estimate of value by using the income approach based on information collected locally and collected in surrounding counties. This estimate of value will be applied by use to non-residential properties as it is deemed appropriate.

Final Ratio Study

Once final values have been applied and approved to non-residential properties a sales-assessment ratio study shall be completed. The final ratio study shall be performed using the methods or combination of methods acceptable under the Standards on Ratio Studies published by the International Association of Assessing Officers ("IAAO") or other acceptable appraisal methods approved by the Department in 50 IAC 21.

Meetings and Status Reports

The Professional Appraiser shall provide a weekly status report to the County that would be deliverable to the DLGF. Also a monthly report and meeting with the County Assessor and Township Assessors.

6. COUNTY WORK PLAN

1. The County will print tax maps and hardcopy documents for all commercial and industrial parcels in neighborhood order.
2. The County will provide to the Professional Appraiser the land order book containing neighborhood land rates.
3. The County will also supply the Professional Appraiser with sales disclosure from 2000 to the present. The Professional Appraiser will field validate 2004 and 2005 sales data

for use during the 2006 trending. The validated sales will provide the basis for the updated neighborhood factors and land rates.

4. The Professional Appraiser will delineate new neighborhoods and provide update tables for entry into the County's computer system by County personnel.
5. The County will delete all override methodology codes for all land entries to allow for the mass update of land values using updated land rates. The Professional Appraiser or County will revise the County's computer land tables with updated rates.
6. The Professional Appraiser will field review all commercial and industrial properties using field documents provided by the County,
7. The Professional Appraiser will field review all sale parcels for accuracy, price using existing cost table to check for cost valuation accuracy. Also check parcels by using existing square foot cost from neighboring counties.
8. The Professional Appraiser will work with the County to identify parcels that are contiguous and are part of the same business unit.
9. The Professional Appraiser will collect and use existing income information to examine values on same use parcels.
10. The Professional Appraiser will create a sales ratio study to submit to the DLGF for there approval.
11. The Professional Appraiser will submit a weekly report and hold a monthly status meeting with the County Assessor and Township Assessors.

7. REPORTS

The Professional Appraiser understands the need and importance of planning. If awarded this project, the Professional Appraiser will provide a comprehensive work plan. It is the experience of the Professional Appraiser that the work plan should be a working document that measures performance and procedure. It is also the experience of the Professional Appraiser that the work plan should be dynamic and modifiable by agreement of both parties if situations relating to laws, time-frames, inclement weather, etc. change during the course of the contract. The Professional Appraiser will hold a monthly meeting with the County to inform them of the project process along with any other contract news. The work plan will detail the billing process, completion schedule, and quality control plan. The work plan will also detail training requirements for appraisal personnel and County personnel if applicable.

8. PUBLIC RELATIONS

The Professional Appraiser will provide the County Contract Representative with news releases notifying property owners of the areas in which work is being performed, general subjects about the support services, objectives, and methods used in the reassessment program. In addition to reports, the quality of work performance and adherence with contractual specifications and approved procedures will be evaluated by the Contract Representative. The Professional Appraiser shall provide access to all records requested for the purpose of program monitoring.

9. CERTIFIED SUPERVISOR

Please refer to Article 5, page 3 of the Articles of Agreement entitled "Professional Appraiser Certification."

10. IDENTIFICATION

All field personnel will be issued identification cards that include a photograph of the individual employee and signature of the County Assessor. It is the practice of the Professional Appraiser to register all field personnel vehicles with the County Sheriff's Office as well as local police departments and County Assessor's office. Additional identification for field personnel can be provided if needed.